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September 6, 2016

Mr. Justin Hall, Chairman
Town of Bass Lake
9327 N. Ski Hill Road
Hayward, WI 54843

Ms. Erica Warshawsky, Clerk
Town of Bass Lake
14412 W. County Road K
Hayward, WI 54843

Via regular mail and email

Re: **Review of provisions of Judgment and Stipulation of 1967 lawsuit.**

Dear Mr. Hall and Ms. Warshawsky:

It has come to my attention that persons who apparently oppose the adoption of any ordinance requiring removal of items placed on the public access strips have critiqued the remarks which I made at the last Town meeting that I attended. It is my understanding, as relayed by Mr. Hall, that I declared that the stipulation only required that the Town do one thing. I do not recall that statement, but at any rate, I thought it appropriate to review the Judgment and the Stipulation and clarify their meaning pursuant to a request by the Chairman.

Firstly, there are two different parts. The Judgment made certain findings and incorporated or approved the Stipulation.

The judgment was entered against **all** landowners who have lands adjoining the public access strips. It found that those landowners, **including the nine** who filed answers to the Town's complaint, had no

right to place items on the public access strips. The Judgment, at page 7, paragraph 1: *“All of the above named defendants, their spouses, and any and all persons claiming under them by virtue of their title in said lands, after the filing of the Notice of Pendency of this action, be and the same are forever barred from all private rights, title, or interest in the lands located between the waters edge of GRINDSTONE LAKE and LAC COURT OREILLES LAKE, Sawyer County, Wisconsin, to-wit: (followed by a description of the lots and blocks affected).*

That portion of the judgment affects all defendants, including the nine.

The judgment goes on, however, and adopts the provisions of the stipulation *entered into between the Town and the nine answering defendants.*

The provisions of the stipulation granted certain rights to the nine, only. The language of the stipulation is as follows:

As to the nine persons who filed an answer to the complaint, namely Fred A. Rudy, Maurice DeMarie, Mrs. J. Miraglia, Carl J. Notaro, John Karner, Merle Gary , Clarence Bankert, Arnold J. Hill, Florence E. Watts, their spouses, and any and all persons claiming under them shall have the right to maintain structures now existing on said lands subject to the provisions, agreements , restrictions, and limitations contained in the aforementioned Stipulation on file herein. The stipulation adopted in the judgment provided that structures existing on the strips were the private property of the nine owners listed, and that they would continue to have the right to use and maintain those structures perpetually, provided that free and continuous passage for the public across said structures and over said lands shall be provided, where there is sufficient suitable space between the lake shore and said lots for such passage to be near the waters, edge, it shall be maintained at that place rather than at the top level of any embankment. (Italics added)

The court went on to approve the other provisions of the stipulation. The provisions included:

Firstly, the town shall erect and maintain on each roadway leading to the waters substantial signs showing that the lands are to be used for passage only, and may not be used for camping, picnics, vehicles, or loitering.

Secondly, the town is to maintain public boat landings, picnic grounds, and bathing beached with sufficient signs directing the public to those areas.

Thirdly, the town is to permit no private person to build any structures on the land between the lakeshore and the abutting property, except such abutting property owner, *and then subject to the restrictions in Paragraph 1 and the provisions of this paragraph. Said property owner may erect and maintain a building over and upon one-quarter of the depth of said lands providing that the portion of said building which is upon or over said lands does not exceed seven (7) feet in Depth. (italics added)*

Fourthly, the Township is to assume full responsibility for the policing and maintenance of the area hereby approved for public use.

It appears to me that the Town is in compliance with the provisions of sections 1 and two, above. Sections 3 and 4 empower the Town to enforce the provisions of the judgment and the stipulation. The property owner referred to in section 3 are the nine persons who signed the stipulation, and their rights to erect and maintain a building are limited to the buildings existing upon the public access strips at the time of the 1967 lawsuit and as further limited by the language of paragraph 3, as it pertains to a replacement building for the ones in existence in 1967.

Under section 4, the Town has the authority to police and maintain the public access strips and to prevent further encroachments on the public access strips and to require removal of encroachment placed thereon by person other than the nine who signed the stipulation with the Town.

See also my letter to the town of June 10, 2016, with the correction of the year cited therein for the lawsuit of "1987" to "1967", as was brought to my attention.

Sincerely,

Ward Wm. Winton
Attorney at Law
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